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Contract Database Metadata Elements

Title: **Cattaraugus Central School District and Cattaraugus Central School Classified Employees Association (1996)**

Employer Name: **Cattaraugus Central School District**

Union: **Cattaraugus Central School Classified Employees Association**

Local:

Effective Date: **07/01/96**

Expiration Date: **06/30/99**

Number of Pages: **24**

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Cattaraugus Central School District
And Classified Employees Association

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CATTARAUGUS CENTRAL SCHOOL

CLASSIFIED EMPLOYEES ASSOCIATION AGREEMENT

1996-97 THROUGH 1998-99

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

CLASSIFIED EMPLOYEES ASSOCIATION

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CATTARAUGUS CENTRAL SCHOOL

Cattaraugus, New York 14719

AGREEMENT BETWEEN THE CATTARAUGUS CENTRAL SCHOOL DISTRICT AND THE CATTARAUGUS CENTRAL SCHOOL CLASSIFIED EMPLOYEES ASSOCIATION FOR THE SCHOOL YEARS 1996-97 THROUGH 1998-99.

1.1 Provisions of this Agreement shall be effective as of the date July 1, 1996 and shall remain in full force and effect for three (3) years ending June 30, 1999.

1.2 This Agreement made and entered into the 17 day of March, 1997 between the Cattaraugus Central School Board of Education (hereinafter referred to as the "Employer") and the Cattaraugus Central School Classified Employees Association (hereinafter referred to as the "Association").

PURPOSE AND INTENT

2.1 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Association.

2.2 The parties recognize that the interest of the School District and the job security of the employees depends upon the employees' success in establishing a proper service to the School District.

2.3 To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

RECOGNITION - EMPLOYEES COVERED

3.1 The Board recognizes the Classified Employees Association as the exclusive representative of all employees whose terms and conditions of employment are covered by the New York Civil Service Law, except the following: (1) all administrative personnel; (2) all personnel covered by the collective negotiations agreement between the Cattaraugus Teachers Association and the Cattaraugus Central School District; (3) all school bus drivers, (4) one (1) confidential secretary to the Superintendent; (5) the School District Treasurer; and, (6) Superintendent of Buildings and Grounds.

3.2 The Employer hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining as to rates of pay, wages, hours of employment and other conditions of employments for the term of this contract for all employees recognized for membership in the Classified Employees Association as above described.

3.3 For the purposes of this contract, all employees who work less than thirty-five (35) hours per week shall be considered part-time and enjoy the benefits of part-time employment. All employees who work thirty-five (35) or more hours per week shall be considered full time 10 month, 11 month, or 12 month employees and enjoy the benefits allotted to those positions.

AID TO OTHER LABOR ORGANIZATIONS

4.1 The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the above mentioned Association.

RIGHT TO JOIN OR NOT TO JOIN

5.1 It is further recognized that Classified Personnel have the right to join or not to join the Association and membership shall not be a prerequisite for employment or continuation of employment of any employee.

NEGOTIATING TEAM

6.1 The Employer, or designated representatives of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

EXCHANGE OF INFORMATION

7.1 Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

CONSULTANTS

8.1 The parties may call upon consultants to assist in preparing negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

COMMITTEES REPORTS

9.1 The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released unless such an issuance has the prior approval of both parties except in the event of an impasse. (An impasse is defined as the time when the Board or Association elects to request the Public Employees' Relations Board to render assistance because of a dispute.)

REACHING AGREEMENT

10.1 When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval. Following approval by a majority of the Association membership and by a majority of the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official.

PLACE OF MEETINGS

11.1 All meetings of the negotiating teams will be held at the Cattaraugus High School Library or mutually agreed upon place.

REPRODUCTION OF INFORMATION

12.1 The Association shall have the right to use a designated schoolroom for meetings, equipment, and supplies to reproduce information pertaining to the negotiations or pertaining to the employment contract for local use only, namely, for members of the Association, members of the Board of Education, and staff members. If and when materials need to be reproduced that might be considered beyond normal business, permission to proceed should be obtained from the Superintendent.

IMPLEMENTATION AND AGREEMENT

13.1 This recognition agreement shall become effective upon its approval by the Superintendent of Cattaraugus Central School District and the President of the Cattaraugus Central School Classified Employees Association. It may be amended by mutual consent being presented by each party to the other. Final approval for the finished contract and/or addendums depends on ratification of both the Classified Employees Association and the Board of Education.

OPENING NEGOTIATIONS

14.1 Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be held not more than fifteen (15) days following such request. A request for negotiations on a successor Agreement shall be made on or before February 15th of the final year of the Agreement. All issues to be covered in negotiations shall simultaneously be exchanged by the parties at the first negotiating session. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed to by the parties.

NEGOTIATION PROCEDURES

15.1 Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph 6.1 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed two (2) hours and shall be held at a time other than the regular working hours, (longer by mutual agreement).

GRIEVANCE PROCEDURES

16.1 Definitions:

(a) Unit Member shall mean any employee in the negotiating unit.

(b) Administrator shall mean any person hired by the Board of Education responsible for or exercising any degree of supervision or authority over employees.

(1) Chief Administrator shall mean the Superintendent of the District.

(2) Immediate Supervisor shall mean the Administrator to whom the employee is directly responsible: (i.e., Elementary Principal, High School Principal, and Superintendent).

(c) Aggrieved Party shall mean the Association or any person or group of persons in the negotiating unit filing a Grievance.

(d) Grievance is a claim by any Association member, the Association or group of unit members in the negotiating unit that this Agreement has been violated.

16.2 Basic Principles:

Nothing herein contained will be construed as limiting the right of any unit member having a Grievance to discuss the matter informally with any appropriate member of the administration, and to have the Grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

(a) It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a Grievance at the earliest possible stage is encouraged.

(b) An aggrieved party shall have the right to present Grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

(c) A Grievance must be initiated within twenty (20) working days whenever such Grievance occurs.

(d) An aggrieved party shall have the right to be represented at any stage of the Grievance Procedure by a person of the Association's choosing, except he/she shall not be represented by legal counsel at any stage other than the Arbitration Stage.

(e) All Hearings shall be confidential.

(f) All costs involved shall be borne by the parties incurring such costs, except as set forth in 16.3(e)(6).

(g) It shall be the responsibility of the Superintendent of the District to take such steps as may be necessary to give force and effect to these procedures. Each Administrator shall have the responsibility to consider promptly each Grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

(h) Times stated for processing of Grievances and steps of the procedure may be waived if in agreement of both parties.

(i) In order not to disrupt any class or educational program for the School District, all Hearings (except Arbitration Hearings), formal and informal, shall be held outside the normal school hours. No special compensation shall be considered for either party.

16.3 Procedures:

(a) Informal Stage: The aggrieved party shall informally discuss his/her Grievance with his/her Immediate Supervisor in an attempt to resolve it. He/she shall clearly state to his/her supervisor that he/she believes he/she has a Grievance. The Association must be notified of any resolution of a Grievance at this level.

(b) Written Stage: If the Grievance is not resolved at the Informal Stage, the aggrieved party shall present on the form shown in Appendix A, a written Statement of the Grievance to his/her Immediate Supervisor within the time limit specified in paragraph 16.2(c). The Supervisor shall deliver a written Answer to the Aggrieved party not later than the seventh (7th) working day after the day on which he/she received the written Grievance.

(c) Association Grievance Committee Stage: If the aggrieved party initiating the Grievance is not satisfied with the written Decision at the conclusion of the Written Stage and wishes to proceed further under this Grievance Procedure, the aggrieved party shall, within three (3) workdays, present the Grievance to the Association's Grievance Committee or Association for its consideration which shall make its determination within five (5) workdays of the time the Grievance was presented to it.

(d) Formal Stage:

(1) Within three (3) workdays after the determination by the Association has been made at the preceding stage, the stage, the aggrieved party shall make a written request to the Superintendent for review and determination.

(2) Within ten (10) working days of the day the Superintendent receives the request pursuant to paragraph (1), he/she shall meet with the aggrieved party and his/her representatives to review the Grievance and attempt to resolve it.

(3) The Superintendent shall deliver his/her written Answer to the Grievance to the aggrieved party within ten (10) working days after the meeting held pursuant to paragraph (2).

(e) Arbitration Stage:

(1) If the Association is not satisfied with the Decision at Formal Stage, and the Association determines that the Grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the Grievance to Arbitration by written Notice to the Superintendent within ten (10) working days of the Decision at Formal Stage; provided, however, that only a Grievance which claims that a provision of this Agreement has been violated may be submitted to Arbitration.

(2) The Association shall give notice of its decision to submit a Grievance to Binding Arbitration in accordance with the Rules of the Public Employment Relations Board with a copy to the office of the Superintendent.

(3) The selected Arbitrator will hear the matter promptly and will issue his/her Decision within a reasonable time from the date of the close of the Hearing, or, if oral Hearings have been waived, then from the date that the final statements and proofs are submitted to him/her. The Arbitrator's Decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

(4) The Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

(5) The Decision of the Arbitrator shall be final and binding upon all parties.

(6) The costs for the services of the Arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

RETIREMENT PROGRAM

17.1 The Employer agrees to have the New York State 75-i Retirement Program available to all Tier I and Tier II members.

17.2 An employee, who is a member of the Unit and who has served fifteen (15) years and who notified the Board of Education by April 1st of the fiscal year preceding the retirement year of employment, shall receive payment for unused Sick Leave to be determined by multiplying one-half (1/2) times the number of unused sick days at the rate of pay in the last year of employment. Payment for unused sick leave shall be made in the employee's final paycheck preceding his/her retirement..

HEALTH INSURANCE PROGRAM

18.1 In order to be eligible for insurance benefits provided by the Board of Education, an employee initially hired before July 1, 1992, will have to work a minimum of twenty (20) hours per week or earn a total gross salary of Two Thousand Dollars (\$2,000). Full and part-time employees hired before July 1, 1992, will have one hundred percent (100%) of their health insurance premium paid by the District. Employees hired after July 1, 1992, qualify for part-time health benefits if they work at least fifteen (15) but less than thirty-five (35) hours per week and full-time health benefits if they work thirty-five (35) to forty (40) hours per week.

Insurance becomes effective thirty (30) days after employees initial employment. Overtime pay will not accrue to determine eligibility for insurance premium payments.

INSURANCE BENEFITS

For employees hired after July 1, 1992, the following health benefits will be in effect:

Part Time Employees: (Employees working less than 35 hours per week)

Years one (1) through eight (8):

District pays 65% of health insurance premium, and employee pays 35%.

Years nine (9) plus:

District pays 75% of health insurance premiums, while employee pays 25%.

Full Time Employees: (Employees working 35 to 40 hours per week)

Years one (1) through five (5):

District pays 90% of health insurance premiums, while employee pays 10%.

Years six (6) through ten (10):

District pays 95% of health insurance premiums, while employee pays 5%.

Years eleven (11) plus:

District pays 100% of health insurance premiums.

18.2 All regularly appointed employees assigned full-time or full schedule shall be entitled to coverage in the Allegany-Cattaraugus Schools Medical Plan with "Major Medical" and "Managed Care" with \$10 brand-name, \$4 generic Co-Pay Prescription Rider (hereinafter Plan).

18.3 The Board of Education of Cattaraugus Central School agrees to provide the employees with the Allegany-Cattaraugus Schools Medical Plan with "Major Medical" and "Managed Care" with \$10 brand-name, \$4 generic Co-Pay Prescription Rider. Any changes or modifications in the Plan which are, in the judgment of the Association, a diminishment in Plan benefits or coverage in effect as of February 1, 1994, including contraceptive coverage, will be negotiated prior to implementation.

The medical records of each participant member (and covered dependent) are absolutely confidential, and, as such, will not be released to any person(s) without the express written consent of the individual employee or dependent.

18.4 The Board of Education also will provide at no expense to eligible employees the Blue Cross/Blue Shield Rider 8 vision Care Program.

18.5 Effective July 1, 1991, the District shall provide, at no cost to the employee, single or family coverage under the Blue Shield Dental Indemnity program. Such coverage will include the High Option of benefits with Rider A (additional Basic Benefits), Rider B (Prosthetic Services), Rider C (Peridontic Services), and Rider #8 (coverage with Vision Care program.)

OVERTIME

19.1 It is understood that overtime will only be paid when the number of hours in a work week exceed forty (40) hours. Unless specifically outlined in this contract, overtime will be compensated only when an immediate supervisor or the Superintendent of Schools specifically requests that an employee work overtime. Overtime will be paid on a time and one-half basis.

19.2 The Transportation Supervisor may assign a bus garage building check to a mechanic, and the Superintendent of Buildings and Grounds may assign a central school building check to the groundsman or the head cleaner if the groundsman is unavailable, on an as needed-basis. For a garage building check the unit member will be paid one-half hour overtime, and for a central school building check the unit member will be paid one hour overtime. A building check is to include a general inspection of all windows, doors, and overall security of the building. A boiler check, water leaks, general safety features of the building should also be checked. Severe problems should be reported to the building Supervisor or Superintendent.

19.3 Extra time will be rotated for full-time custodians, groundskeepers, and cleaners, and part-time cleaners with five or more years of experience. If no member accepts the extra time, the Superintendent of Buildings and Grounds may assign one of the above members on a rotating basis. Pay for assigned extra time shall be at time-and-a-half.

LUNCH PERIOD

20.1 Each full-time employee of the Classified Employees Unit will be entitled to a one-half (1/2) hour lunch period free from duty. Additional time for lunch may be granted by the unit member's immediate supervisor (Building Principal), subject to approval for an extended period by the Superintendent.

HOLIDAYS

21.1 All ten (10) month employees will receive fourteen (14) paid holidays during the school year.

21.2 All eleven (11) month employees will receive fourteen (14) paid holidays plus Labor Day or Independence Day.

21.3 All twelve (12) month employees will receive sixteen (16) paid holidays.

21.4 At the discretion of the Superintendent and by his/her direct notification, snow days and other emergency school closing days will be granted as days off to Classified Employees. (All employees shall be paid for the number of hours that the employee normally works.) Any employee, who must report to work, as requested by the administration, and actually works, shall be given a compensatory day off or a portion of a normal day for the time actually worked at a later date.

21.5 The above mentioned days off will be determined each July 1st and will conform to the student school calendar. The Association President and the Superintendent will agree on the holiday calendar.

PERSONAL LEAVE DAYS

22.1 Four (4) personal leave days will be allowed for personal business to salaried and/or hourly rate employees. In each instance, the employee must give his/her supervisor two (2) days notice in advance of the day requested for personal leave. Personal leave days may not be used on the first or last day of the school year or on days immediately preceding and following legally prescribed holidays, or conference days which are designed for classified unit members, unless the superintendent of schools agrees otherwise. These days are not deducted from accumulated sick time allowed. Unused personal days will be added to sick leave for the next school year.

22.2 When personal business will not occupy the entire school day, employees are encouraged to arrange with the immediate supervisor for partial leave. Unused portions of the day shall remain available for the employees future use. Portions must be used on a half (1/2) day basis.

22.3 The District will grant an unpaid leave of absence for purposes of study, family or personal reasons to any unit member with three (3) or more years of service to the District. Such leave shall not exceed one (1) year in duration. No unit member shall be entitled to such unpaid leave of absence if one has been granted to him/her within the past three (3) years. While on such leave, a unit member may opt to continue in the District's insurance programs with premiums paid at his/her own expense. While on such unpaid leave absence, the employee will not accrue any seniority, nor be accredited any sick days or vacation days and, upon return to active service, shall be credited with vacation days earned based on seniority and sick days prorated for the remainder of the fiscal year in which the employee returns for the period of time of that fiscal year that the employee works. In no event, will the District be required, under this section, to grant an unpaid leave of absence to more than four (4) members in any one year. This would not apply to situations in which the District must legally grant a leave such as a child-rearing leave. The District shall not be required to grant an unpaid leave for the purpose of seeking or working at a job with another employer.

22.4 Jury Duty: For any unit member who is called to jury duty, the District will pay the difference between the jury duty stipend received by the employee and the employee's regular days pay.

SICK DAYS

23.1 Each ten (10) month full-time salaried and/or hourly rate employee shall be entitled to eleven (11) days sick leave per year at full pay.

23.2 Each eleven (11) month full-time salaried and/or hourly rate employee shall be entitled to twelve (12) days sick leave per year at full pay.

23.3 Each twelve (12) month full-time salaried and/or hourly rate employee shall be entitled to thirteen (13) days sick leave per year at full pay.

23.4 Each year three (3) days may be used for sickness in the immediate family to be deducted from the employee's accrued sick leave. Immediate family to be defined as mother, father, stepmother, stepfather, husband, wife, brother, sister, children, stepchildren, mother and father of spouse.

23.5 Said sick leave to be accumulative to two hundred (200) days in 1996-97, 1997-98 and 1998-99. The Superintendent may advance personal sick leave credit to a full-time employee if the personal sick leave day will be accrued during the year in concern. An adjustment on the final paycheck will be made on sick days advanced but not earned.

23.6 A medical excuse from a licensed physician may be required for absences longer than three (3) consecutive days.

23.7 A yearly written report will be presented to each employee listing the total number of sick days accumulated to date. This will be done in September.

23.8 Unit members paid on an hourly rate and who work less than five (5) hours per day will be entitled to seven (7) sick days per year, accruable to one hundred twenty (120) days in the years 1996-97, 1997-98 and 1998-99.

23.9 Employees who work at least five (5) hours but less than seven (7) hours per day shall be entitled to sick leave as follows:

Ten (10) month employees shall be entitled to ten (10) sick leave days per year.

Eleven (11) month employees shall be entitled to eleven (11) sick leave days per year.

Twelve (12) month employees shall be entitled to twelve (12) sick leave days per year.

Said sick leave days will be accumulative up to two hundred (200) days in 1996-97, 1997-98 and 1998-99.

23.10 Members who use no sick leave each year shall receive the following:

Full time 12 month members
\$350 Savings Bond

Part time 12 month members
\$250 Savings Bond

Full time 10 and 11 month members
\$250 Savings Bond

Part time 10 and 11 month members
\$200 Savings Bond

Donations to the sick leave bank shall not count as a use of sick leave for purposes of this section.

23.11 The maximum sick leave will be the maximum allotment carry over of accrued sick leave plus the current year allotment in any given contract year. Carry over will be as listed in paragraph 23.5 through 23.9.

23.12 Any employee hired after July 1, 1996 will accrue one sick leave day per month during the probationary period. After the probationary period the remainder of sick days allotted for his/her category will be available for use as needed.

23.13 A unit member who is injured on the job shall be eligible to use sick leave during the period of the injury. If the member receives a Workers Compensation award for such injury the member shall remit any award payments to the District for the period during which the member is on sick leave. Any sick leave used during the period of the Workers Compensation award shall be restored to the member on a day-for-day basis.

23.14 SICK LEAVE BANK

A. A sick leave bank shall be available to unit members. Only members of the sick leave bank may utilize the bank. Full-time unit members must have a minimum of 15 accumulated sick leave days, and part-time members must have a minimum of 10 accumulated sick leave days in order to be eligible to join the sick leave bank. Unit members may join the bank by contributing one (1) day of sick leave to the bank. A unit member must be a member of the sick bank for a period of no less than three (3) months before withdrawing any days from the bank.

B. When the sick bank reserve falls below twenty-five (25) days, bank members may be assessed one (1) additional day of sick leave. The maximum contribution per school year shall be two (2) sick leave days per bank member. Each day contributed to the bank shall be valued at one day of regularly scheduled work regardless of which employee contributes the day.

C. Bank members may withdraw a maximum of twenty-five (25) days per school year, and a lifetime maximum of fifty (50) days. Each day withdrawn from the bank shall be valued at one day of regularly scheduled work, regardless of which employee withdraws the day. Before withdrawing days from the bank, a bank member must first exhaust all sick and personal leave and wait a period of at least three (3) working days without pay. Sick leave bank days may be used only for personal illness or immediate family illness. A physician's statement must be provided. The sick bank will be administered by the Association and implemented by the District.

DEATH IN THE FAMILY DAYS

24.1 Three (3) days per occurrence may be used for death in the immediate family, not to be deducted from accrued sick leave. Immediate family to be defined as mother, father, stepmother, stepfather, grandparents, husband, wife, brother, sister, brother-in-law, sister-in-law, children, step-children, and mother and father of spouse.

VACATION

The Board of Education determines vacation days for classified employees based upon the contract year and the school fiscal year, both of which begin on July 1 and end on the succeeding June 30. Therefore, except as noted in Section 25.1, any new vacation time accrued under Sections 25.2 through 25.6, when an employee's work anniversary date is other than July 1st, will be prorated for that year. The following July 1st, that employee will be entitled to full number of vacation days for the years of service he/she has achieved. Vacation time applies to twelve (12) month employees only.

25.1 Twelve month employees hired after July 1, 1996 will accrue one paid vacation day for each two months of completed service, up to a maximum of five paid vacation days in the first year of employment. After one year of service, one week of paid vacation will be allowed.

25.2 Two (2) weeks paid vacation will be allowed after two (2) years service for twelve (12) month employees.

25.3 Three (3) weeks paid vacation will be allowed after five (5) years service for twelve (12) month employees.

25.4 Nineteen (19) days paid vacation will be allowed after ten (10) years service for twelve (12) month employees.

25.5 Four (4) weeks paid vacation will be allowed after fifteen (15) years service for twelve (12) month employees.

25.6 Vacation may be taken at any time during the contract year with two (2) weeks notice. Vacation shall be at the convenience of the School District and approved by the Superintendent.

SALARIES

26.1 All unit members whose 1995-96 hourly salary was less than \$6.50 per hour will receive the following annual salary increases:

- A. Effective July 1, 1996, a salary increase of Thirty Two Cents (\$.32) per hour.
- B. Effective July 1, 1997, a salary increase of Three and One Half Percent (3.5%).
- C. Effective July 1, 1998, a salary increase of Thirty Cents (\$.30) per hour.

All other unit members will receive the following annual salary increases:

- A. Effective July 1, 1996, a salary increase of Twenty Seven Cents (\$.27) per hour.
- B. Effective July 1, 1997, a salary increase of Three and One Quarter Percent (3.25%).
- C. Effective July 1, 1998, a salary increase of Thirty Cents (\$.30) per hour.

26.2 The following longevity payment shall be paid in a separate check in June as follows:

For the years 1996-97, 1997-98 and 1998-99:

<u>Payment</u>	<u>Years of Service Completed</u>
\$150.00	Five (5) years
\$225.00	Ten (10) years
\$300.00	Fifteen (15) years
\$375.00	Twenty (20) years

26.3 Effective for all full-time classified personnel hired after July 1, 1980, a ten cent (\$.10) per hour salary increase will become effective after appointment to permanent status.

26.4 Secretary/Typist remain on salaried positions. All others to be paid an hourly rate.

26.5 For the 1996-97, 1997-98, and 1998-99 school years the minimum salary/wage for each position below shall be as follows:

	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
Account Clerk/Typist	\$18,105	\$18,105	\$18,470
Secretary/Typist	\$16,170	\$16,170	\$16,495

Teacher Assistant	\$7.65/hr.	\$7.65/hr.	\$7.80/hr.
Aide/I	\$6.65/hr.	\$6.65/hr.	\$6.80/hr.
Aide/II	\$5.65/hr.	\$5.65/hr.	\$5.80/hr.
Bus Garage Worker	\$8.15/hr.	\$8.15/hr.	\$8.30/hr.
Custodian/Groundsman	\$7.85/hr.	\$7.85/hr.	\$8.00/hr.
Cleaner	\$5.65/hr.	\$5.65/hr.	\$5.80/hr.
Head Cleaner	\$6.35/hr.	\$6.35/hr.	\$6.50/hr.

26.6 For the school year 1996-97, for the school year 1997-98, and for the school year 1998-99, each building principal's secretary shall receive an additional stipend of Seven Hundred Fifty Dollars (\$750.00) for each of the above referred to three (3) years.

26.7 A. The District will compensate members who have substitute calling duty by providing either a \$1,000 stipend, or one-half (1/2) hour of release time per day. The member shall choose the form of compensation.

B. A member with substitute calling duty may be called outside of regular work hours, but not between the hours of 9:00 p.m. and 6:00 a.m. except in case of emergency.

26.8 The Computer Network Technician and the Distance Learning Technician shall each receive the following stipends:

- A. 1996-97: \$1,000
- B. 1997-98: \$1,100
- C. 1998-99: \$1,200

26.9 A. Any member of the bargaining unit who is required by the District to attend a workshop or course during regular work hours will receive his/her regular salary, plus reimbursement for meals, mileage, registration, necessary lodging and/or required texts.

B. 1.. This provision will apply to workshops or courses which meet all of the following provisions:

- a. the workshop or course receives prior approval by the Superintendent;
- b. the workshop or course is job-related;
- c. the workshop or course is taken outside regular work hours;
- d. the member provides evidence of cost and successful completion of the workshop or course.

2. The member shall have the choice of one of the following:

- a. the District will pay 50% of tuition or registration costs;
- b. the District will pay \$25 per in-service credit hour, added to annual salary, where one credit hour is granted for each fifteen (15) instructional hours.

3. The decision of the Superintendent to grant or deny prior approval is not grievable.

HOURS OF EMPLOYMENT

27.1

<u>POSITION</u>	<u>NUMBER OF MONTHS</u>	<u>HOURS WORKED</u>
Account Clerk Typist	12	8
Library Aide (compensated as a Teacher Aide/I)	12	8
Teacher Assistant	12	8
Teacher Assistant (Resource Room)	10	7
Secretary/Typist	12	8
Bus Garage	12	8
Custodian/Groundsman	12	8
Teacher Aide I	10	7 - 8
Teacher Aide II	10	less than 7
Head Cleaner	12	7
Cleaner (Full Time)	12	8

27.2 No member's hourly rate of pay will be reduced as a result of a reduction in hours.

MILEAGE

28.1 Mileage accrued through use of personal vehicle for school business, when authorized, shall be at the BOCES rate per mile.

PAYROLL

29.1 The District shall checkoff and remit payments to the NYSUT Benefit Trust and or VOTE/COPE upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust and/or VOTE/COPE the payments deducted and shall furnish the Plan and the bargaining unit with a list of all employees from whose salary such deductions have been made.

29.2 An Agency Fee, as determined by the Association, shall be paid to the Association by each member of the bargaining unit who is not a member of the Association in accordance with the following procedure:

A. Unless the Agency Fee is paid in full to the Association by September 15th of each school year or within fifteen (15) days of employment, the Agency Fee will be deducted for and transmitted to the Association from the employees' regular paychecks in accordance with the same deduction and transmittal procedure as dues deduction are made for Association members.

B. The Association shall provide to the Business Manager a list of those bargaining unit members for whom deductions shall be made no later than October 1st of each school year or no later than thirty (30) days from the date of employ of such person hired after September 15th of each school year.

C. The Agency Fee provided for herein shall apply to all unit members hired after July 1st, 1990, and to all members of the Association who are members of the Association thirty (30) days after ratification of this Agreement by both parties.

JOB SECURITY

30.1 DISCIPLINARY PROCEDURE

A. The procedure outlined in this Article will be applicable to all employees in the unit and is meant to replace Sections 75 & 76 of the Civil Service Law and will be used in lieu thereof.

B. An employee will be disciplined for incompetence, misconduct, insubordination, failure to follow rules of safety or failure to follow the contract.

C. The notice of discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought including references to dates, times and places. The notice will also contain any proposed penalty.

D. Service of notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated, shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously with the

Unit President when penalties are proposed. The time limits for presenting a grievance as defined in this Article will commence at the time of receipt of the notice of discipline.

E. Upon receipt of charges, and employee shall have five (5) calendar days to file a disciplinary grievance. Such a grievance shall be filed with the Superintendent.

F. Within seven (7) days of the filing of a disciplinary grievance and in advance of a disciplinary hearing, the employee, with his/her Union representative shall be entitled to a meeting with the Superintendent or his/her designee to discuss on an informal basis, the employee's and the Employer's position on the charges and the appropriateness of the proposed penalty. If a decision is reached by the Employer as a result of the pre-hearing conference, it must be presented, in writing, within five (5) days by certified or registered mail, return receipt requested or personal service. If there is no response within the five (5) day period or if the grievance is unresolved at the pre-hearing conference, the Union may submit the grievance to arbitration using the procedure provided in Section 16.3 (e) of the GRIEVANCE PROCEDURES.

G. The disciplinary arbitrator shall render determinations of guilt or innocence and the appropriateness of proposed penalties and shall have the authority to resolve a claimed failure to follow the disciplinary procedure or other violations of an employee's rights in relation to discipline. The arbitrator has full authority, however, if the remedy proposed by the Employer is inappropriate, to devise an appropriate remedy but shall not violate the terms of this agreement.

H. The employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the Employer.

I. An employee may be suspended prior to the resolution of the notice of discipline only if the Employer determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property, would severely interfere with operations, or for insubordination. The disciplinary arbitrator shall have the authority to determine whether there was probable cause for such a suspension. In no event, however may any employee be removed from the payroll in excess of thirty (30) days pending the resolution of a disciplinary grievance.

30.2 Notice of job vacancies will be posted in the main office and break areas for a period of ten (10) work days. Unit members may bid on any posted vacancy.

30.3 Each unit member shall have the right to inspect his/her personnel file upon request. The member will be notified of any material to be placed in his/her file. The member shall have the right to append a response to any material placed in his/her file.

30.4 EVALUATION

A. Each employee will be evaluated at least once per year. Evaluations shall be conducted by administrative/supervisory personnel in direct line of supervision of the employee being evaluated.

B. The purpose of an evaluation shall be to assess job performance, not to discipline the employee. Information from direct observation of the employee, from reports by supervisors, and from technical examinations may be considered in the evaluation process. Any criticism of the employee's performance shall be accompanied by a suggested course of action to remedy the deficiency.

C. Evaluation and/or observation forms and where appropriate a written explanation of the evaluation criteria will be provided by the District to the Association.

D. The evaluation will include a meeting between the employee and the evaluator. The employee will receive at least 48 hours notice prior to the evaluation meeting. The meeting will be conducted during the employee's regular working hours.

E. The employee will be provided a written copy of the evaluation which shall be signed by the employee. The signature shall indicate that the employee has seen the evaluation, and not that the employee necessarily agrees with the evaluation. The employee may append a written response to the evaluation, to be included in the employee's personnel file.

F. The evaluation shall not be shown to anyone other than District administrators, representatives, or Board members without the unit member's consent.

30.5 The President of the Association shall be provided with a copy of the job description for each job title in the bargaining unit. The President will also be notified of any modification of any such job description.

30.6 No aide shall be required to perform the following tasks:

- a. prepare lessons, tests, or assignments;
- b. provide subjective evaluation of student work;
- c. provide classroom instruction.

30.7 Teaching assistants will be scheduled a minimum of one period per school day without responsibility for supervision of students, for the purpose of preparation of lesson plans, grading student work, or other job related activities.

30.8 The following shall apply to all unit members who are required by state or federal law or regulation to be tested for drug and alcohol use.

A. The Association and the District recognize alcoholism and drug abuse as illnesses which are treatable.

B. Employees who request diagnosis or treatment for alcohol or substance abuse prior to a positive test will not jeopardize their rights or job security. All such requests will be kept strictly confidential.

C. All costs for implementing the drug testing program will be borne by the District.

D. Drug testing procedures shall be consistent with the rights of employees as established by statutory and case laws and state and federal regulations.

E. All information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming tests shall be available only to authorized District employees, and shall be held confidential with the following two exceptions:

1. as required for compliance with state or federal regulations;
2. as required for appropriate disciplinary proceedings.

F. In all cases, the District shall authorize access to the aforementioned information, etc. only to those employees for whom such knowledge is essential to their job responsibilities.

G. Employees shall be paid for time spent on the testing and related procedures, including traveling time to and from the test site.

H. Employees may be required to submit to an alcohol or drug test only in accordance with the provisions of applicable state or federal laws or regulations.

I. The employer and the union agree to establish a mutually agreeable referral program for the treatment of alcohol or substance abuse.

J. Eligibility for testing shall be limited to those defined by applicable state or federal laws or regulations as being in the testing pool.

MISCELLANEOUS PROVISIONS

31.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

31.2 The District shall pay the cost of bargaining unit participation in Employee Assistant Programs administered by Employee Assistant Programs administered by Employee Services, Inc. of Wellsville, New York.

31.3 For the years 1996-97, 1997-98 and 1998-99, the Association will be allowed up to Fifty (50) man-hours per year, with pay, for use by the Association to conduct Association business.

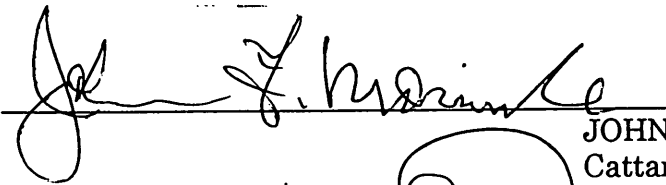
31.4 If an employee is assigned to go on a field trip by the principal in charge, the employee shall be paid at his/her normal wage/salary rate for the time spent on such field trip.

31.5 This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written signed amendment to this Agreement. The Association and the District agree that all negotiable items proposed by each party have been discussed during the negotiations leading to this Agreement, and agree that negotiations will not


have to be re-opened on any negotiable item, whether contained in this Agreement or not, during the life of this Agreement. The operation of the schools and the direction of the staff are vested exclusively in the School Board and the Administration. This provision shall in no way restrict the Association rights to demand negotiations in accordance with the provisions of law, regulations and judicial decisions.

31.6 A Labor-Management Committee shall be established composed of the Superintendent, the Superintendent's designee, Association President, and the President's designee. The Committee shall meet monthly to discuss job-related problems and issues involving unit members. Meetings shall be held at a mutually agreeable time and place.

32.1 IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 17 day of March, 1997.

BY: 

JOHN F. MORMILE, Superintendent
Cattaraugus Central School

BY: 

DALE BALDWIN, President
Classified Employees
Association
Cattaraugus Central School